

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

PAUL GROVES,]	
]	
Plaintiff,]	Case No. 4:14-cv-2428
]	
vs.]	LC Case No. 14CV2352
]	
TRAVELERS CASUALTY]	
INSURANCE COMPANY OF]	
AMERICA, incorrectly identified as]	
TRAVELERS CASUALTY]	
COMPANY OF AMERICA,]	
]	
Defendant.]	

NOTICE OF REMOVAL BASED ON DIVERSITY OF CITIZENSHIP

NOW COMES the Travelers Casualty Insurance Company of America, a Connecticut corporation, incorrectly named as Travelers Casualty Company of America, by and through its attorneys, Gregory and Meyer, P.C., and pursuant to 28 U.S.C.A. §1441, hereby files this Notice of Removal of a cause of action filed in the Mahoning County Common Pleas Court of the State of Ohio entitled, *Paul Groves v. Travelers Casualty Company of America*, Case No. 14CV2352, and states:

1. This action was commenced against the named Defendant, Travelers Casualty Company of America, in the Mahoning County Common Pleas Court on September 23, 2014, and attempted service of process as well as the initial pleading setting forth the claim for relief upon which the action is based, was delivered to Corporation Service Company on October 6, 2014.

2. The action is a civil action for alleged breach of contract and bad faith by the Defendant, incorrectly named as Travelers Casualty Company of America, and pursuant to 28

U.S.C.A §1332(a)(1), this Court has original jurisdiction over the matter by reason of the diversity of citizenship of the parties. Plaintiff's Complaint alleges that he resides in Youngstown, Ohio and that he owns, operates and maintains two businesses with a principal place of business located in Youngstown, Ohio, which is the subject of this litigation (**Ex. A**, Complaint at ¶4); the named Defendant is a non-entity which has no legal existence or capacity to sue or be sued, while Travelers Casualty Insurance Company of America is a Connecticut corporation and has its principal place of business in the State of Connecticut (**Ex. B**, Corporate Disclosure Statement); and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs. (**Ex. C**, Sworn Statement in Proof of Loss)

3. A copy of all process, pleadings and orders served upon Defendant, as well as a Proof of Service of written notice of this Notice of Removal to all adverse parties and a copy of same being filed with the clerk of the State court is being filed with this notice as required by 28 USC§1446 (a) and (d). (**Ex A**)

4. A Proof of Service of written notice of this Notice of Removal to all adverse parties is being filed with this Notice of Removal as required by 28 USC §1446(a) and (d).

5. Defendant intends on filing a motion or first responsive pleading asserting, among other defenses, insufficient service of process and lack of personal jurisdiction as provided by Fed. R. Civ. P. 12(b), following removal.

s/ Kurt D. Meyer
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Dated: November 3, 2014

